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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY:

PCV

DEPUTY

Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
CALIFORNIA SOUTHERN JUDICIAL DISTRICT

PEDRO RAMOS, CATALINA B. RAMOS,
as an individual and as Guardian
Ad Litem for K.R., minor, THE
FAIR HOUSING COUNCIL OF SAN
DIEGO, INC.,

Plaintiffs,

vs.

FRITZ NEWMAN dba EL CAMINO 76
MOBILE ESTATES, G.N. SELLERS,
III, dba N.A.P. CONSULTING INC.,
ADELE TEAL,

Defendants.

'08 CV 0026 JM JMA
Case No.

COMPLAINT FOR MONETARY,
DECLARATORY, AND INJUNCTIVE
RELIEF;

DEMAND FOR TRIAL BY JURY

I. INTRODUCTION

1. This action seeks monetary, declaratory and injunctive relief, alleging that defendants engaged in a pattern and practice of housing discrimination on the basis of disability in violation of the federal Fair Housing Amendments Act of 1988 ("FHAA"), 42. U.S.C.

Complaint

1 §3601 et seq., the California Fair Employment and Housing Act
2 ("FEHA"), Government Code Sections 12900 et seq., which prohibits
3 housing discrimination based on disability; the California Unruh
4 Civil Rights Act, Civil Code Sections 51 et seq.; the California
5 Disabilities Act, California Civil Code section 54.1 et seq., the
6 California Unfair Business Practices Statute, Business and
7 Professions Code Sections 17200 et seq.; and for negligence.

8 9 **II. JURISDICTION AND VENUE**

10 2. Jurisdiction is conferred upon this Court pursuant to
11 California Govt Code section 12989.1, and 42 U.S.C. section 3613
12 regarding the federal law claim.

13 3. Venue is proper in that the claims alleged herein arose
14 within San Diego County, California.

15 16 **III. PARTIES**

17 4. Plaintiffs PEDRO RAMOS, CATALINA B. RAMOS ("the RAMOS
18 plaintiffs") are the owners of mobile home #57 in the El Camino 76
19 Mobile Estates, which is located at 220 North El Camino Real, in
20 Oceanside, California ("the Park"). They are the parents of
21 plaintiff K.R., a minor, who was born in 1998.

22 5. Plaintiff K.R. suffers from autism, and is "handicapped" or
23 "disabled" within the meaning of section 802 of the Fair Housing
24 Act, 42 U.S.C. section 3602(h), and California Gov't Code section
25 12955.3, as defined in Gov't Code section 12926(i).

26 6. Plaintiff FAIR HOUSING COUNCIL OF SAN DIEGO COUNTY, INC.,
27 (hereinafter "FAIR HOUSING") is a non-profit corporation operating
28 under the laws of the State of California, with its principal place

1 of business located at 625 Broadway, Suite 1114, San Diego,
2 California. One of its specific purposes and goals is the promotion
3 of equal opportunity in the renting, purchasing and financing of
4 housing and the elimination of all forms of illegal housing
5 discrimination. To this end, the activities in which plaintiff FAIR
6 HOUSING engages include, but are not limited to: (1) investigating
7 allegations of discrimination; (2) conducting "tests" of housing
8 facilities to determine whether equal opportunity in housing is
9 provided; and (3) taking such steps as it deems necessary to assure
10 such equal opportunity and to counteract and eliminate
11 discriminatory housing practices.

12 7. Defendant FRITZ NEWMAN dba EL CAMINO 76 MOBILE ESTATES
13 ("NEWMAN"), is or was the owner and operator of the El Camino 76
14 Mobile Estates, a mobile home park (the "Park") located at 220 North
15 El Camino Real, in Oceanside, California.

16 8. Defendant G.N. SELLERS, III, dba N.A.P. CONSULTING INC.,
17 ("SELLERS") is or was the owner of N.A.P. Consulting Inc., the
18 management company hired by defendant NEWMAN to manage the El Camino
19 76 Mobile Estates, during relevant time periods stated herein.

20 9. Defendant ADELE TEAL ("TEAL") is or was the on-site manager
21 hired by defendant NEWMAN to manage the Park during relevant time
22 periods herein.

23
24 **IV. FACTS**

25 10. The RAMOS plaintiffs moved into a mobile home in the Park
26 in approximately 1999. Prior to moving in, they tried for several
27 months to obtain information regarding the sale of the property
28 before they were able to purchase the mobile home they wanted. When

1 they first moved into the Park, defendant TEAL expressed to the
2 RAMOS plaintiffs that she had tried to obtain that mobile home as
3 well, and appeared disappointed that the RAMOS plaintiffs were able
4 to buy and she was not. Defendant TEAL has several family members
5 who also reside in the Park.

6 11. From approximately 2002 to the summer of 2005, the RAMOS
7 plaintiffs had a trampoline erected next to their mobile home so
8 that their disabled daughter, plaintiff K.R., could exercise on it
9 as a way of reducing stress and weight control. The trampoline was
10 enclosed within a fenced area, was on a grassy area of the RAMOS
11 plaintiffs' mobile home lot, and had a safety enclosure to prevent
12 someone from falling out of the trampoline. Plaintiff CATALINA
13 RAMOS used the trampoline with plaintiff K.R., and would not allow
14 other kids to use it without their parent's permission.

15 12. In 2005, the RAMOS plaintiffs purchased an upgraded mobile
16 home to replace their older mobile home in the Park. As a result,
17 they were required to move out of their old mobile home during the
18 home replacement period, which lasted approximately two months.
19 Prior to moving out, they asked defendant TEAL if they could rent
20 another mobile home that management had for rent in the Park at that
21 time. Defendant TEAL refused to rent the RAMOS plaintiffs a home in
22 the Park, stating that she did not feel it was right to rent out a
23 mobile home for just a few months. Defendant TEAL also refused to
24 allow the RAMOS plaintiffs to rent an RV and park it in their space
25 while the movers were getting ready to put in their new mobile home.
26 She suggested that the RAMOS plaintiffs find an apartment somewhere
27 else to rent during the time that their home was being replaced.
28 The RAMOS plaintiffs were therefore unable to use their space during

1 the time that their new mobile home was being put in, even though
2 they were still responsible for the space rent.

3 13. During the month of August of 2005, while the RAMOS
4 plaintiffs were living in an apartment complex across the street
5 from the Park while their new mobile home was not yet in place, they
6 noticed that the yard next to their mobile home space had been dug
7 up and cordoned off with yellow caution tape. Plaintiff PEDRO RAMOS
8 then asked defendant TEAL, who was near the RAMOS plaintiffs' space
9 lot at the time, what was the purpose of the yellow tape, and why he
10 had not received notice of what was going on. Defendant TEAL
11 ignored him and walked past him. Plaintiff PEDRO RAMOS then
12 contacted an inspector from the City of Oceanside, who came out to
13 inspect the property. As the inspector took pictures, he was
14 approached by defendant TEAL. He asked her why the portion of
15 plaintiffs' property was taped off, and she informed him that she
16 and the management company were re-sizing the lot. She further
17 stated that once the tenant vacated the premises that the management
18 could do whatever they wanted with the lot, and that included re-
19 sizing it. The inspector for the City of Oceanside then asked
20 plaintiff PEDRO RAMOS if he had stopped paying space rent while he
21 was waiting for his new mobile home, to which plaintiff PEDRO RAMOS
22 responded that he had continued to pay the space rent, and that he
23 was current on the rent. The inspector for the City of Oceanside
24 then told defendant TEAL that plaintiffs did not vacate the property
25 because the space rent was still being paid. Defendant TEAL
26 responded that she was just following orders from her supervisor.

27 14. The next day, the RAMOS plaintiffs returned to their lot
28 to find that defendant TEAL had laborers pouring cement onto the

1 area that had been taped off. The grassy area next to the RAMOS
2 plaintiffs' space lot was taken away. As she saw them approach her,
3 she told the laborers to continue working no matter what happened.
4 Plaintiff PEDRO RAMOS then asked defendant TEAL why she was
5 cementing his yard after the City inspector told her not to, and
6 without any notification of any kind to him or his wife. Defendant
7 TEAL responded that she did not know, and that they had to talk to
8 her supervisor. Plaintiff PEDRO RAMOS then contacted Hawkeye
9 Management, the management company for the Park at that time, and
10 spoke to "Terry," who presumably was the management company
11 supervisor. Plaintiff PEDRO RAMOS introduced himself and told Terry
12 what space number he was renting in the Park. She responded by
13 saying "I know all about your fucking problem Mr. Ramos and just to
14 let you know, we can do whatever we want with your lot," or words to
15 that effect. Plaintiff PEDRO RAMOS then asked why he was not given
16 notice concerning the re-sizing of his lot and pouring concrete on
17 his property. Terry responded by saying "Are you not listening to
18 me?, I said that we could do whatever the fuck we please," or words
19 to that effect. Plaintiff PEDRO RAMOS then asked Terry if he could
20 speak to the owner of the management company regarding this issue,
21 and she responded by saying "No, the owner doesn't have the time for
22 this fucking matter and neither do I," and then she hung up the
23 phone on him. Plaintiff PEDRO RAMOS then asked defendant TEAL for
24 the phone number of the owner of Hawkeye Management. Defendant TEAL
25 told him that he had to get that information from her supervisor
26 Terry.

27 15. When the time came to move into their new mobile home,
28 defendant TEAL refused to provide the RAMOS plaintiffs with a new

1 lease, in the attempt to prevent them from moving back into their
2 new mobile home. She told them that they had to speak to her
3 supervisor about it. The RAMOS plaintiffs' realtor then told
4 defendant TEAL that the RAMOS plaintiffs had the right to move into
5 their new mobile home under the previous lease. The RAMOS
6 plaintiffs were only then able to move into the new mobile home with
7 their family.

8 16. The City of Oceanside, via an Inspection Report dated
9 September 19, 2005, informed defendant NEWMAN that he needed to
10 revise the Plot Plan for the RAMOS plaintiffs' mobile home rental
11 space back to the original dimensions that were in place before they
12 put their new home in. However, this never occurred.

13 17. In or around March 2007, defendant TEAL placed a notice in
14 the RAMOS plaintiffs' mailbox which stated that the new Park
15 management would be N.A.P. Management. The notice included a date
16 and time that residents of the Park could meet with the new
17 management. On the day of the meeting, plaintiff PEDRO RAMOS
18 noticed that the majority of residents were family members of
19 defendant TEAL, who also were residing in the Park. Plaintiff PEDRO
20 RAMOS approached defendant SELLERS, or the representative for
21 defendant SELLERS, and asked if he could make an appointment to meet
22 with them regarding the fact that his fence had been taken down,
23 that his mobile home rental space had been re-sized and the grassy
24 area next to his mobile home had been cemented over, and that he was
25 being refused the use of a trampoline for his daughter. Plaintiff
26 PEDRO RAMOS was given a business card at that time, and was then
27 told that a N.A.P. Management person would be visiting the property
28 once a week, and that if he had any issues, he could speak to them

1 at that time.

2 18. The next attempt to talk to defendant SELLERS while he was
3 at the Park was unsuccessful, as he told plaintiff PEDRO RAMOS that
4 he was heading home, and therefore had to wait until the next time
5 to talk to him. Plaintiff PEDRO RAMOS told defendant SELLERS that
6 it would take only five minutes of his time. Defendant SELLERS
7 again refused the request to talk to him. Plaintiff PEDRO RAMOS
8 then asked defendant SELLERS when, what time, and where could they
9 meet the following week. Defendant SELLERS responded by saying "I
10 don't really know my schedule so I can't really tell you," or words
11 to that effect. The next time that plaintiff PEDRO RAMOS saw
12 defendant SELLERS in the Park, he again asked to meet with him.
13 Defendant SELLERS told him that he was very busy, and that he would
14 definitely meet with him the following week to go over his issues.
15 The next week came and went without a meeting.

16 19. In April of 2007, after two weeks went by, plaintiff PEDRO
17 RAMOS saw defendants TEAL, her husband, and defendant SELLERS riding
18 by his mobile home on a golf cart. Plaintiff PEDRO RAMOS asked
19 defendant SELLERS again if they could meet to discuss his fence and
20 other issues that he wanted to discuss. Defendant SELLERS again
21 said that he did not have time to discuss anything, and then he
22 asked plaintiff PEDRO RAMOS if he worked, in a derisive manner.
23 Plaintiff PEDRO RAMOS told him that in fact he did work. Defendant
24 SELLERS then asked plaintiff PEDRO RAMOS to leave him his phone
25 number, and that he would be contacted when defendant SELLERS got
26 back to his office. At that time, plaintiff PEDRO RAMOS wrote his
27 phone number down and handed it defendant SELLERS, and walked away.

28 20. The RAMOS plaintiffs received a letter dated April 27,

1 2007, from defendant N.A.P. Consulting, signed by defendant SELLERS,
2 stating that defendant NEWMAN denied their request for a reasonable
3 accommodation.

4 21. On May 11, 2007, the RAMOS plaintiffs sent a form letter
5 to defendants that was given to them by plaintiff FAIR HOUSING and
6 filled out by their minor disabled daughter's physician. This form
7 verified that plaintiff K.R. suffered from autism and obesity and
8 needed exercise to lower stress.

9 22. On July 10, 2007, plaintiff FAIR HOUSING sent a formal
10 letter requesting reasonable accommodation on behalf of RAMOS
11 plaintiffs.

12 23. On July 20, 2007, a meeting was held between plaintiffs
13 PEDRO RAMOS, CATALINA RAMOS, Mary Scott Knoll, who was the Executive
14 Director plaintiff FAIR HOUSING, Erica Jimenez and Branden Butler,
15 both from plaintiff FAIR HOUSING, along with defendant NEWMAN,
16 defendant G.N. SELLERS III, Patricia Huerta from defendant N.A.P.
17 CONSULTING INC, and defendant TEAL. At that time, defendants stated
18 that the RAMOS plaintiffs would be allowed to re-install the
19 trampoline on their rental space for the benefit of plaintiff K.R.,
20 provided that they installed a fence to enclose the trampoline.
21 Based on this apparent agreement, plaintiff FAIR HOUSING drafted the
22 terms of the agreement and sent it to the defendants for their
23 approval and comment. Plaintiff FAIR HOUSING did not receive a
24 response from any defendants regarding this agreement.

25 24. The RAMOS plaintiffs received a copy of a letter dated
26 July 20, 2007, from defendant NEWMAN's insurance company, which
27 stated that if the trampoline were to be installed, that it be
28 fenced, and that the tenant provide proof of insurance. This letter

1 contradicted the letter sent by defendant SELLERS to the RAMOS
2 plaintiffs dated April 27, 2007, which denied them a reasonable
3 accommodation based on perceived potential liability to the
4 defendants.

5 25. Several weeks after plaintiff FAIR HOUSING sent the
6 proposed agreement to defendants dated July 20, 2007, defendant TEAL
7 approached the RAMOS plaintiffs and told them that defendant NEWMAN
8 wanted to meet with them without any representatives from plaintiff
9 FAIR HOUSING being present. Plaintiff CATALINA RAMOS told defendant
10 TEAL that the RAMOS plaintiffs would not meet with defendants
11 without a representative from plaintiff FAIR HOUSING representing
12 their interests, and asked defendant TEAL why was it that defendant
13 NEWMAN wanted to meet with them alone. Defendant TEAL told her that
14 she did not know why. Plaintiff CATALINA RAMOS then told defendant
15 TEAL to ask defendant NEWMAN why he wanted to meet with them without
16 the presence of a representative from plaintiff FAIR HOUSING and get
17 back to her. Defendant TEAL never responded to this request.

18 26. After being informed of defendants' attempt to meet with
19 the RAMOS plaintiffs without them being present, and their refusal
20 to do so, plaintiff FAIR HOUSING set up another meeting, which took
21 place on October 12, 2007. At that time, defendant NEWMAN said that
22 the RAMOS plaintiffs' request for a reasonable accommodation was not
23 reasonable, because if the RAMOS plaintiffs were allowed to put back
24 the trampoline, that defendants would have to let everyone else do
25 it as well. Defendant NEWMAN also denied that plaintiff K.R. even
26 needed the trampoline, and that plaintiff K.R. only thought she
27 needed it. Defendant NEWMAN also said that if a fence were put back
28 up, that the San Diego Gas & Electric Company meter reader would

1 have difficulty reading the meter on the property. As a result of
2 this allegation, an investigator with plaintiff FAIR HOUSING was
3 able to determine that there were other homes in the Park that had
4 fences with electric meters in the same location as the RAMOS
5 plaintiffs' meter, where meter reader access was not impeded in any
6 manner.

7 27. During the time and as a result of not having the
8 trampoline, plaintiff CATALINA RAMOS had to miss time off from work
9 because plaintiff K.R. began to act out in class. The lack of
10 having the trampoline caused stress for family. Plaintiff K.R.
11 asked when she could have her trampoline back on an almost daily
12 basis, not understanding why she could not have it back. The RAMOS
13 plaintiffs were also harassed by defendants about things that other
14 residents in the Park were not, such as enforcement of guest
15 parking, and their dog supposedly getting loose.

16 28. By reason of defendants' unlawful acts and practices, the
17 RAMOS plaintiffs have suffered humiliation, loss of civil rights,
18 the quiet enjoyment of their home, mental anguish, bodily injury,
19 including physical and severe emotional distress, headaches, stomach
20 aches, loss of weight and sleep, entitling these plaintiffs to
21 compensatory damages.

22 29. There now exists an actual controversy between the parties
23 regarding defendants' duties under the federal and state fair
24 housing laws. Accordingly, plaintiffs are entitled to declaratory
25 relief.

26 30. Unless enjoined, defendants will continue to engage in the
27 unlawful acts and the pattern or practice of discrimination
28 described above. Plaintiffs have no adequate remedy at law.

1 Accordingly, plaintiffs are entitled to injunctive relief.

2 31. By reason of defendants' unlawful acts and practices,
3 plaintiff FAIR HOUSING has suffered injury to its ability to carry
4 out its purposes and to serve the public in its efforts to eliminate
5 housing discrimination, to resolve fair housing disputes, to find
6 and to make available decent housing for persons regardless of
7 disability, and to assure rights to the important social,
8 professional, business, economic, and political benefits of
9 associations that arise from living in communities of one's choice.
10 Defendants' unlawful acts and practices have caused plaintiff FAIR
11 HOUSING to suffer economic losses in staff pay, and in the inability
12 to undertake other efforts to end unlawful housing practices,
13 entitling plaintiff FAIR HOUSING to compensatory damages.

14 32. Defendants' discriminatory conduct as alleged herein was
15 carried out with the intent to discriminate against the RAMOS
16 plaintiffs and their minor daughter, and with a design to hide such
17 discrimination. All acts or omissions alleged to have been engaged
18 in by defendants herein are alleged to have been engaged in with the
19 intent to injure plaintiffs or with a willful and conscious
20 disregard for the rights of plaintiffs, and were fraudulent,
21 malicious, and/or oppressive, entitling plaintiffs to recover
22 punitive damages from each defendant in an amount according to
23 proof.

24 33. In the alternative, defendants negligently failed to hire,
25 train, and supervise and seek training for themselves, their
26 employees and agents, regarding the requirements of state and
27 federal fair housing laws.

28 ///

1 **V. CAUSES OF ACTION**

2 **A. FIRST CAUSE OF ACTION**

3 **[Fair Housing Act]**

4 34. Plaintiffs reallege and incorporates by reference
5 paragraphs 1 through 33 of the complaint herein.

6 35. Defendants have violated the Fair Housing Act in that they
7 injured all plaintiffs by engaging in the following discriminatory
8 housing practices:

9 A. Refusing to make a reasonable accommodation to
10 the RAMOS plaintiffs in the rules, policies, practices, or
11 services, by failing to allow them to maintain a
12 trampoline for the benefit of their minor disabled
13 daughter, plaintiff K.R., where such accommodation is
14 necessary to afford these plaintiffs full enjoyment of
15 their home, in violation of 42 U.S.C. section
16 3604(f)(3)(A);

17 B. Interfering, threatening, and intimidating the RAMOS
18 plaintiffs in the exercise or enjoyment of, or on account of
19 them having exercised or enjoyed, rights guaranteed by the Fair
20 Housing Act, by installing the security gate at their dwelling
21 based on plaintiff K.R.'s disability, in violation of 42 U.S.C.
22 section 3617.

23
24 **B. SECOND CAUSE OF ACTION**

25 **[Fair Employment and Housing Act]**

26 36. Plaintiffs reallege and incorporate by reference
27 paragraphs 1 through 33 of the complaint herein.

28 37. Under the California Fair Employment and Housing Act

1 ("FEHA"), pursuant to Gov't Code section 12955, it is unlawful to
2 discriminate against or harass any person because of disability.
3 Further, under the FEHA, pursuant to California Government Code
4 section 12927, discrimination in housing includes harassment in
5 connection with housing accommodations; and includes refusal to make
6 reasonable accommodations in rules, policies, practices, or services
7 when these accommodations are necessary to afford a disabled person
8 equal opportunity to use and enjoy a dwelling.

9 38. Defendants violated the applicable provisions of the FEHA
10 by refusing to make a reasonable accommodation to allow RAMOS
11 plaintiffs to maintain an enclosed trampoline on their space rental
12 next to their mobile home for the benefit of their minor disabled
13 daughter, causing injury to plaintiffs, and by treating them in a
14 hostile and abusive manner.

15 39. Defendants also violated the RAMOS plaintiffs' rights
16 under the FEHA by coercing, threatening, intimidating, and
17 interfering with these plaintiffs in the exercise or enjoyment of
18 rights granted and protected by section 12955.

19
20 **C. THIRD CAUSE OF ACTION**

21 **[Unruh Civil Rights Act]**

22 **(The RAMOS Plaintiffs and Plaintiff K.R. against defendants NEWMAN**
23 **and SELLERS only)**

24 40. Plaintiffs reallege and incorporates by reference paragraphs
25 1 through 33 of the complaint herein.

26 41. Defendants NEWMAN and SELLERS have violated the RAMOS
27 plaintiffs' rights to fair housing under the Unruh Civil Rights Act,
28 California Civil Code Section 51 et seq. in that these defendants

1 discriminated against the RAMOS plaintiffs and plaintiff K.R. in the
2 operation of the rental premises, a business establishment, because of
3 plaintiff KR'S disability.

4 42. The conduct of these defendants alleged herein constitutes
5 a denial of full and equal access to housing accommodations to the
6 RAMOS plaintiffs and plaintiff KR within the meaning of the
7 California Civil Code section 54.1(b).

8 43. Pursuant to the Unruh Civil Rights Act, the RAMOS plaintiffs
9 and plaintiff KR are entitled to statutory damages, among other
10 remedies, of up to three times her actual damages as determined by a
11 trier of fact, but not less than \$4,000.00 against each defendant for
12 each discriminatory act.

13 14 **D. FOURTH CAUSE OF ACTION**

15 **[California Disabilities Act]**

16 44. Plaintiffs reallege and incorporate by reference paragraphs
17 1 through 33 of the complaint herein.

18 45. Defendants have violated the California Disabilities Act in
19 that he injured plaintiffs by refusing to make reasonable
20 accommodations in rules, policies, practices, or services, when those
21 accommodations are be necessary to afford the RAMOS plaintiffs and
22 plaintiff KR, an individual with a disability, equal opportunity to
23 use and enjoy the premises, under California Civil Code
24 §54.1(b)(3)(B).

25 26 **E. FIFTH CAUSE OF ACTION**

27 **[Negligence]**

28 46. Plaintiffs reallege and incorporate by reference paragraphs

1 1 through 33 of the complaint herein.

2 47. Defendants owed plaintiffs a duty to operate the Sunset Views
3 Condominiums in a manner that was free from unlawful discrimination.
4 Defendants negligently violated that duty by discriminating against
5 the RAMOS plaintiffs based on plaintiff K.R.'s disability by failing
6 to make a reasonable accommodation by allowing them to re-install a
7 trampoline on their rental space next to their mobile home, for the
8 benefit of plaintiff KR, a disabled individual. Defendants'
9 violation of that duty was the result of negligence, including but not
10 limited to their negligent failure to seek training regarding the
11 requirements of state and federal fair housing laws.

12 47. As a legal result of defendants' negligent conduct, the
13 RAMOS plaintiffs have suffered humiliation, mental anguish, severe
14 emotional distress, and attendant bodily injuries and conditions, and
15 other special and general damages according to proof.

16
17 **F. SIXTH CAUSE OF ACTION**

18 **[Violation of the California Unfair Business Practices Statute]**

19 **(Cal.Bus. & Prof.Code §17200 et seq.)**

20 48. Plaintiffs reallege and incorporate herein by reference
21 paragraphs 1 through 33 of the Complaint herein.

22 49. Defendants' acts and practices described herein constitute
23 unfair business practices in violation of California Business and
24 Professions Code § 17200 et seq. (the "California Unfair Business
25 Practices Statute"). Plaintiffs bring this action for injunctive
26 relief and restitution pursuant to the California Unfair Business
27 Practices Statute.

28 ///

VI. RELIEF

WHEREFORE, plaintiffs pray for judgment against defendants as follows:

1. For an award of compensatory and punitive damages according to proof, but in excess of the \$25,000.00 jurisdictional limit;

2. For an award of up to three times the amount of actual damages, but not less than \$4,000.00 each for the RAMOS plaintiffs and plaintiff KR against each defendant pursuant to the Unruh Civil Rights Act;


3. For a declaration that defendants have violated the provisions of the applicable federal and state fair housing laws;

4. For temporary, preliminary and permanent injunctive relief against all practices complained about herein and for affirmative injunctive relief requiring defendants, their partners, agents, employees, assignees and all persons acting in concert with or participating with them, to take affirmative action to provide equal housing opportunities to all renters;

5. For costs of suit, including reasonable attorneys' fees; and,

6. For all such other relief as the Court deems just.


Dated: January 4, 2008


CLIFFORD A. DOVER
Attorney for Plaintiffs

VII. JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure,
plaintiffs hereby request a jury trial.

Dated: January 4, 2008



CLIFFORD A. DOVER
Attorney for Plaintiffs

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Pedro Ramos, Catalina B. Ramos, as an individual and as Guardian Ad Litem for K.R., minor, The Fair Housing Council of San Diego, Inc.

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Law Office of Clifford A. Dover
1634 Fern Street, San Diego, CA 92102 (619) 677-2967

DEFENDANTS

Fritz Newman dba El Camino 76 Mobile Estates, G.N. Sellers dba N.A.P. Consulting, Inc., Adele Teal

County of Residence of First Listed Defendant SOUTHERN DISTRICT OF CALIFORNIA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

08 CV 0026 JM JMA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input checked="" type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. 3601 et seq.

Brief description of cause:
Violation of the Fair Housing Amendments Act based on disability

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

ATP

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/04/2008

SIGNATURE OF ATTORNEY OF RECORD

Clifford A. Dover

FOR OFFICE USE ONLY

RECEIPT # 146143 AMOUNT \$350 11/4/08 BY ATP APPLYING IFF ATP JUDGE ATP MAG. JUDGE ATP

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

146143 - BH

**January 04, 2008
15:21:45**

Civ Fil Non-Pris

USAO #: 08CV0026 CIVIL FILING

Judge.: JEFFREY T MILLER

Amount.: \$350.00 00

Check#: 418235754

Total-> \$350.00

FROM: RAMOS V. NEWMAN ET AL
CIVIL FILING